



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Ontario, County of and Finger Lakes Community College and Finger Lakes Community College Employees Unit 7850-02, CSEA, Local 1000 AFSCME, AFL-CIO, Ontario County Local 835 (2008)**

Employer Name: **Ontario, County of and Finger Lakes Community College**

Union: **Finger Lakes Community College Employees Unit 7850-02, CSEA, AFSCME, AFL-CIO**

Local: **Ontario County Local 835, 1000**

Effective Date: **09/01/08**

Expiration Date: **08/31/11**

PERB ID Number: **8131**

Unit Size:

Number of Pages: **33**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION

- 1.1. Bargaining Unit Definition
- 1.2. Discrimination, Prohibition of
- 1.3. Seasonal Employees
- 1.4. Part-Time Employees
- 1.5. Part-Time Employee Benefits
- 1.6. Definition of Spouse

ARTICLE 2 UNION SECURITY

- 2.1 Payroll Deduction, Dues and Insurance
- 2.2 Union Representative Access
- 2.3 Officers and Membership Listings
- 2.4 Union Release Time

ARTICLE 3 MANAGEMENT RIGHTS

ARTICLE 4 PROBATIONARY PERIOD

ARTICLE 5 LEAVES OF ABSENCE

- 5.1 Leaves of Absence, General Conditions
- 5.2 Leaves of Absence, 10 Month Employees
- 5.3 Leaves of Absence, Paid or Unpaid
- 5.4 Leaves of Absence, Other County Employment
- 5.5 Leaves of Absence, Unpaid
- 5.6 Family and Medical Leave Act of 1993 (FMLA)

ARTICLE 6 LEAVE, FUNERAL

ARTICLE 7 LEAVE, ANNUAL

- 7.1 Purpose
- 7.2 Entitlement
- 7.3 Annual Leave, Years of Service Defined
- 7.4 Application and Scheduling
- 7.5 Accumulation
- 7.6 Advance Use
- 7.7 Termination
- 7.8 Annual Leave Exchange Program

ARTICLE 8 MILITARY LEAVE

ARTICLE 9 DISABILITY BENEFITS

- 9.1 Disability Insurance
- 9.2 Disability Benefits, Pay Supplement
- 9.3 Disability, Self-Insurance Option
- 9.4 Disability Claims, Benefits and Disputes
- 9.5 Disabled Employees, Reinstatement Rights

ARTICLE 10 (Reserved for Future Use)

ARTICLE 11 HEALTH INSURANCE

- 11.1 Health Insurance
- 11.2 Health Insurance, Contribution
- 11.3 Health Insurance, When Benefit Available
- 11.4 Health Insurance, Dental
- 11.5 Health Insurance, Ten Month Employees
- 11.6 Health Insurance, Part-time Employees
- 11.7 Health Insurance, Premium Conversion Plan

ARTICLE 12 GRIEVANCES AND ARBITRATION

- 12.1 Grievance Procedure, Definition
- 12.2 Grievance Procedure, Exclusions
- 12.3 Grievance Procedure
- 12.4 Grievance Procedure, Time Limits

ARTICLE 13 DISCIPLINARY ACTION

- 13.1 Disciplinary Action, Definitions
- 13.2 Disciplinary Action, Automatic Quit
- 13.3 Disciplinary Action, Immediate Suspension
- 13.4 Disciplinary Action, Notice of Proposed Action
- 13.5 Disciplinary Action, Employee Rights
- 13.6 Disciplinary Action, Waiver of Civil Service Rights
- 13.7 Disciplinary Action, Grievance Procedure
- 13.8 Disciplinary Action, Grievance Procedure, Time Limits

ARTICLE 14 HOURS OF WORK

- 14.1 Hours of Work, 40 Hours
- 14.2 Hours of Work, 37.5 Hours
- 14.3 Hours of Work, Flexible Schedules
- 14.4 Hours of Work, Student Aides and Work Study Students
- 14.5 Campus Safety Personnel

ARTICLE 15 OVERTIME

- 15.1 How Paid
- 15.2 Call In Pay, General
- 15.3** Compensatory Time

ARTICLE 16 SHIFT DIFFERENTIAL

ARTICLE 17 TESTING FEES, CIVIL SERVICE

ARTICLE 18 HOLIDAYS

- 18.1 Holidays, General

- 18.2 Holiday Pay
- 18.3 Holidays, Ten Month Employees
- 18.4 Holidays, Saturday and Sunday Observance

ARTICLE 19 UNIFORMS

- 19.1 Employer Options
- 19.2 Issued Uniforms
- 19.3 Uniform Allowance
- 19.4 General Conditions**

ARTICLE 20 RETIREMENT PLANS

ARTICLE 21 WAGES

- 21.1 Wages
- 21.2 Wages, Promotion
- 21.3 Wages, Demotion
- 21.4 Wages, Transfer
- 21.5 Wages, Annual Increments, Evaluation and Appeal
- 21.6 Allocation to Grade
- 21.7 Ten Month Employees
- 21.8 Wages, Direct Deposit Program
- 21.9 Wages, Emergency Closing
- 21.10 Repayment of Overpaid Wages
- 21.11 Wages, Out of Title
- 21.12 Longevity Pay

ARTICLE 22 SENIORITY

- 22.1 Seniority, Definition
- 22.2 Seniority, Layoff, and Recall
- 22.3 Job Security

ARTICLE 23 TUITION BENEFITS

- 23. a. Tuition Reimbursement
- b. Tuition Waiver

ARTICLE 24 PAYROLL DEDUCTIONS

- 24.1 Credit Union
- 24.2 People Deduction

ARTICLE 25 NOTARY PUBLIC FEES

ARTICLE 26 TRAVEL PAY

ARTICLE 27 TRAINING COST RECOVERY

ARTICLE 28	FEDERAL AND STATE JOB PROGRAMS
ARTICLE 29	EMPLOYEE ASSISTANCE PROGRAM
ARTICLE 30	WORKER'S COMPENSATION
ARTICLE 31	JURY and COURT LEAVE
ARTICLE 32	SAVINGS CLAUSE
ARTICLE 33	SAFETY EQUIPMENT
ARTICLE 34	EMPLOYEE RECOGNITION PROGRAM
ARTICLE 35	SUBCONTRACTING
ARTICLE 36	FLEXIBLE SPENDING ACCOUNT (FSA)
ARTICLE 37	MATCHING PROGRAM, TAX DEFERRED SAVINGS
ARTICLE 38	TERM
ARTICLE 39	AGREEMENT, TOTALITY OF

THIS AGREEMENT IS MADE PURSUANT TO ARTICLE 14 OF THE CIVIL SERVICE LAW AND ENTERED INTO AS OF THE 1ST DAY OF SEPTEMBER, 2008, BETWEEN THE COUNTY OF ONTARIO AND FINGER LAKES COMMUNITY COLLEGE, HEREINAFTER CALLED THE "EMPLOYER", AND CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, ONTARIO COUNTY LOCAL 835, FINGER LAKES COMMUNITY COLLEGE EMPLOYEES UNIT 7850-02, HEREINAFTER CALLED THE " UNION."

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1: RECOGNITION

1.1. Bargaining Unit Definition

The Employer hereby recognizes the Union as the exclusive negotiating agent of all of the employees of FINGER LAKES COMMUNITY COLLEGE with the exception of the following:

Administrative Positions
Professional Positions
Teaching Positions
Management Confidential Positions
Seasonal Positions
Temporary Positions
Student Aide/College Work Study

Each new position or new job title not excluded in the paragraph above which is created by the Employer during the term of this Agreement which by the job description reports to the Board of Trustees, or the College President, shall be excluded from the unit and all other new positions shall be included in the unit.

The parties will develop and execute a Memorandum of Agreement to clarify the definition of the bargaining unit.

1.2 Discrimination, Prohibition of

If a dispute under this provision is not settled after the completion of Step 3 of the grievance procedure, the arbitration provisions shall not apply, and the dispute may be processed through the appropriate state or federal enforcement agency.

1.3 Seasonal Employees

For purposes of this Agreement, a seasonal employee shall be defined as an employee hired for any number of hours of work per week, but whose total employment period will not exceed six consecutive calendar months.

1.4 Part-Time Employees

Part-time employees shall be defined as employees who are regularly scheduled to work twenty hours or less per calendar week.

1.5 Part-Time Employee Benefits

Recognition of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 835, Finger Lakes Community College Unit as the sole and exclusive bargaining agent for all regularly scheduled part-time employees.

Part-time employees will be granted all rights and benefits of this contract, including Annual Leave as specified in Article 7.2 C, but excluding Sections 9.2-9.5 of Article 9 (Disability), Article 11 (Health Insurance), and Article 23 (Tuition Benefits).

1.6 Definition of Spouse¹

For purposes of this agreement, "spouse" shall mean an employee's partner in marriage, including those marriages which have been performed outside New York State and which are recognized as valid under New York law. The parties understand and agree that this definition is intended to incorporate New York State's definition, as set forth by statute or decisional law of the Fourth Department Appellate Division of the Supreme Court or the Court of Appeals, and that said definition may therefor change from time to time. In that event, the parties understand and agree that the Employers may modify benefits accordingly, without further amendment of the collective bargaining agreement.

ARTICLE 2 UNION SECURITY

2.1 Payroll Deduction, Dues and Insurance

- a. The College hereby agrees to deduct, biweekly or simultaneously with each payroll period, from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues, or agency shop fees, and any insurance premiums under a Union operated insurance plan for those employees who have authorized in writing such deductions by the College. The College further agrees to transmit said deductions to the Union monthly at 143 Washington Avenue, Albany, New York 12210.

2.2 Union Representative Access

¹ MOA - 2 -2008

- a. Union representatives may meet with employees on the job, provided that the appropriate department head is informed prior to such meeting, and no inordinate interruption of work is caused by such meeting.
- b. The Employer shall provide a bulletin board for Union use at the main campus and all extensions. There shall be no defamatory or profane materials posted on such boards. The Union shall be responsible for the placement of materials on the boards.

2.3 Officers and Membership Listings

The Union shall provide the College President and County Administrator with an initial list of Union officials and shall update such list whenever changes occur.

The College shall provide a master list of all bargaining unit employees to the Union when requested, but not to exceed four listings per year. The list shall include the following: name, address, title, social security number, membership status, deduction amount, date of hire, grade and step.

2.4 Union Release Time

The Union will be given time, without loss of pay, during normal working hours, for conventions, seminars, hearings, grievances, investigations, local Union business and other Union administrative business.

The Union President shall notify the FLCC Human Resources Officer of Union business that is expected to last beyond one (1) full work day away from the job. The Human Resources Officer will have two (2) business days to approve such a request from the date of receipt.

In no event, will the above activities be permitted to unreasonably interfere with the operation of the College.

ARTICLE 3 MANAGEMENT RIGHTS

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number of locations of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law. The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly

and specifically abridged, delegated, granted or modified by this Agreement. Additionally, the parties intend that the administration of this contract shall be, insofar as practicable, uniform within each department.

ARTICLE 4 PROBATIONARY PERIOD

Employees covered by this Agreement shall serve probationary periods in accordance with the Rules for the Classified Civil Service of Ontario County, Rule XV. It is understood and agreed between the Union and the Employer that employees may be terminated in the sole discretion of the Employer and without recourse to this Agreement at any time during the probationary period or periods provided for in Rule XV. There shall be no seniority among probationary employees. Probationary employees may be discharged or disciplined at the discretion of the Employer and without recourse to this Agreement. The Union shall represent all probationary employees within the negotiating unit.

ARTICLE 5 LEAVES OF ABSENCE

5.1 Leaves of Absence, General Conditions

- 5.1.a Application: No leave of absence will be granted without a request in writing stating the reason for the requested leave and the dates when the requested leave is to begin and end. Requests for leaves of absence shall be submitted to the department head.
- 5.1.b Appeals: An employee who is denied a leave of absence under this section, in situations involving exigent circumstances, may immediately apply to the College President for review of that decision. Should the College Human Resources Committee disapprove a leave recommendation, the employee may meet with the College Human Resources Committee to discuss the reason for the disapproval.
- 5.1.c Annual Leave: An Employee's annual leave accumulation shall be prorated when he has taken a leave of absence without pay.
- 5.1.d Leaves of Absence, Failure to Return: Failure to return to work on the date designated for return to work by an employee who has been granted a leave of absence shall be deemed a resignation of employment with the Employer. Furthermore, each such employee shall be guaranteed employment in the same position from fiscal year to fiscal year unless he or she is promoted, transferred, resigns, or is discharged following proceedings in accordance with this agreement. In the instance of a promotion or transfer, the employee shall be guaranteed employment in the position to which he or she is promoted or transferred, unless removed as above.

5.2 Leaves of Absence, 10 Month Employees

Regular 10-month employees will be granted an unpaid leave pursuant to this Article for those months they are not actively at work. Furthermore, each such employee shall be guaranteed employment in the same position from fiscal year to fiscal year unless he or she is promoted, transferred, resigns or is discharged following proceedings in accordance with the agreement. In the instance of a promotion or transfer the employee shall be guaranteed employment in the position to which he or she is promoted or transferred, unless removed as above. The 10 month work period shall run approximately from September 1 through June 30, based upon normal school year dates.

5.3 Leaves of Absence, Paid or Unpaid

The College may authorize leaves of absence with or without pay for a period or periods not to exceed one year for the following purposes:

Attendance at a college, university or business school for the purpose of training in subjects related to the work of the employee and which will be of mutual benefit to the employee and the employer, or for other personal business. The College may authorize leaves of absence with or without pay for a period not to exceed two years, provided however that the leave of absence is deemed an exceptional case under Civil Service Rule XX, subdivision 2.

5.4 Leaves of Absence, Other County Employment

A Leave of Absence shall be granted to an employee with a permanent appointment and desires and accepts another county position. The leave request must be for a position where the employee would have probationary status as a result of a temporary appointment made from civil service eligible list, or where the employee meets the minimum civil service qualifications for the position where a civil service examination has not been held, or where an eligible list has not been established. In addition, the President may authorize leaves of absence in excess of sixty days in cases of employees who have permanent appointments and desire to accept another county position.

5.5 Leaves of Absence, Unpaid

Unpaid leaves of absence for personal business up to and including thirty (30) days may be approved by the College Human Resources Officer. Requests for thirty-one (31) through and including sixty (60) days may be approved by the President of the College. Requests for more than sixty (60) days shall require College Human Resources Committee approval.

5.6 Family and Medical Leave Act of 1993 (FMLA):

In addition to and notwithstanding the above, the following shall apply to all leaves of absence under FMLA (29 USCS 2600 et seq):

- 1) The twelve (12) month period within which an employee is entitled to twelve (12) weeks leave shall be a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.
- 2) FMLA leave may be taken intermittently in quarter (1/4) hour segments or in any other block of time.
- 3) Any leave taken will be charged to annual leave then available, except that employees may maintain up to two (2) weeks of annual leave which do not have to be applied to the twelve (12) week period.
- 4) Health insurance coverage will be maintained during FMLA leave. Employees must arrange for payment of employee contributions to health insurance premiums, if any, through the College Human Resources Office.
- 5) Any paid leave taken as a result of a triggering event, including disability and workers' compensation leave supplemented to full pay, shall be counted as part of the FMLA leave entitlement.

ARTICLE 6 LEAVE, FUNERAL

- 6.1 In the event of the death of an employee's spouse, child, foster child, step-child, parent, including foster or step-parent, brother or sister, or any member of employee's household, the employee shall be excused from work at his request to attend the funeral, and shall be paid his regular day's pay for all days lost on the day of the funeral, and four additional days, if needed, provided that all such days were regularly scheduled work days of the employee.
- 6.2 In the event of the death of an employee's grandparents, grandchildren, mother-in-law, father-in law, brother or sister-in-law, son or daughter-in-law, the employee shall be excused from work at his request to attend the funeral and shall be paid his regular day's pay for all days lost on the day of the funeral and two additional days, if needed, provided that all such days were regularly scheduled work days of the employee.
- 6.3 If, due to an employee's religious beliefs, the days granted with pay, as provided for above, work a hardship on the employee, he may apply to his Department Head to take the days in a different order provided all such paid days are contiguous to the day of the funeral and the day of the funeral is such a paid day.

ARTICLE 7 LEAVE, ANNUAL

7.1 Purpose

Approved leave with pay for personal reasons and/or vacation shall be called annual leave.

7.2 Entitlement

A. Each employee shall earn paid annual leave as follows:

<u>Years of Service</u>	<u>No. of Days</u>	<u>Hours (37.5/wk)</u>	<u>Hours (40/wk)</u>
1	15.5	116.25	124
5	20.5	153.75	164
12	21.5	161.25	172
14	22.5	168.75	180
16	23.5	176.25	188
18	24.5	183.75	196
20	25.5	191.25	204
30	30.5	228.75	244

B. The following schedule is applicable to regular ten-month employees:

<u>Years of Service</u>	<u>No. of Days</u>	<u>Hours (37.5/wk)</u>
1	12.5	93.75
5	16.5	123.75
15	17.5	131.25
16	18.5	138.75
17	19.5	146.25
18	20.5	153.75
20	20.5	153.75
30	24.5	183.75

C. Annual leave will be credited upon an employee's anniversary date of hire. All computations shall be based upon the hours specified.

D. The following schedule is applicable to regular part time employees. Annual leave will be calculated based on the total hours worked in the prior year. Annual leave hours will be credited on the second pay period of each calendar year.

<u>Part-Time Hours as a % of Full-Time Hours</u>	<u>Annual Leave 37.5 Hours</u>	<u>Accrued (Prorated) 40 Hours</u>
50%	58 Hours	62 Hours
25%	29 Hours	31 Hours

After 5 Years of Service:

50%	77 Hours	82 Hours
25%	38.5 Hours	41 Hours

7.3 Annual Leave, Years of Service Defined

For the purpose of computing annual leave, years of service shall mean continuous years of employment, except for an employee who has voluntarily left his employment, and who is rehired within twelve months of his date of resignation, in which case the first such interruption of continuous service shall not be considered for purposes of calculating annual leave.

7.4 Application and Scheduling

Employees shall be permitted to use annual leave in segments of at least one-quarter hour at any time, provided that reasonable advance notice is given to supervision, and further provided that use of annual leave will not impair efficiency of operation. If more employees want the same annual leave periods than can reasonably use them without impairing operations, then employees with greater seniority shall have first choice of leave periods, provided that less senior employees who have received approval for leave more than 90 days in advance of the start of said leave shall have preference over more senior employees who apply thereafter.

7.5 Accumulation

Annual leave shall not be cumulative from year to year, but employees may carryover ten unused days (37.5 hour week = 75 hours; 40 hour week = 80 hours) to be added to the following year's entitlement. With the approval of the college's Human Resource Officer, fifteen days may be carried over. At no time shall an employee's annual leave credit exceed the amounts set forth in 7.2 by more than 10-15 days, as herein provided, and additional unused days will not be carried over.

7.6 Advance Use

Employees with six months of service may be permitted to use five days (37.5 hour week = 37.5 hours; 40 hour week = 40 hours) annual leave, which shall be part of the first year's annual leave entitlement.

7.7 Termination

On separation from Employer service, employees will be paid for all annual leave credited but not taken, and will reimburse the Employer for any advanced, unearned use. Leave will be prorated for each month of service beyond anniversary date.

7.8 Annual Leave Exchange Program

Employees who have accumulated more than the hourly equivalent of ten days annual leave may relinquish up to five whole day segments of annual leave in excess of five days for the cash equivalent according to the following terms:

- A. Leave balances shall be as of the beginning of the first payroll in June, according to Personnel/Payroll Department records.
- B. Employees will request the annual leave exchange payment on forms developed for this purpose by the Employer, and shall be relinquished at the beginning of the second June payroll period.

- C. Time relinquished is payable at the rate effective at the beginning of the first June payroll, and is not returnable to the employee.
- D. Payments will be made during the first payroll in June of the same year, except in the case of separation from service, in which case employees will be paid in the normal manner.
- E. To qualify for the program, employees must have had no periods of unpaid leave in the twelve-month period immediately preceding the application, to be verified by the department head.

ARTICLE 8 MILITARY LEAVE

Employees shall notify their supervisors as far in advance as possible of required military assignments.

ARTICLE 9 DISABILITY BENEFITS

9.1 Disability Insurance

The Employer shall purchase, at County expense, New York State Disability Insurance for all employees covered by this Agreement. Such disability insurance shall provide coverage immediately for all employees who are on the payroll on the effective date of this Agreement, and for persons who are employed after that date coverage will become effective on the date provided by such contract of insurance.

9.2 Disability Benefits, Pay Supplement

Employees shall receive 100% of regular salary during periods of disability for the first three months of each such period and 80% for the remaining three months, in accordance with this article.

9.3 Disability, Self-Insurance Option

The Employer shall have the option of self-insuring the present disability insurance plan under which the employees represented by CSEA are now covered. If the Employer decides to self-insure such plan it shall do so in accordance with the Worker's Compensation Law and the rules and regulations promulgated from such law. Furthermore, the Employer shall guarantee that all benefits and protection granted employees under the law as well as the plan presently in effect shall continue in full force and effect. If the benefits under the law are increased or if any changes occur in the law covering disability which are advantageous to the employee, the Employer shall amend its self-insured plan to conform to such changes.

9.4 Disability Claims, Benefits and Disputes

The qualifications for and benefits of New York State Disability shall be as provided for in the contract of insurance or the rules and regulations of the self-insurance plan, which shall be provided to the Union. Disputes as to coverage shall not be a grievance under this agreement

but shall be resolved as provided by law. The Employer's obligation to pay the supplement to disability benefits shall rest on the outcome of the claim under the applicable laws and regulations, and will be payable only when and if such claim is paid. Employees receiving disability benefits under this article shall not, during the time for which said benefits are paid, accrue paid leave of any type under this agreement.

9.5 Disabled Employees, Reinstatement Rights

When a permanent employee has received disability benefits as provided in this article for the maximum period permitted, said employee shall report for work within thirty days after the last day for which benefits were payable. If an employee does not report for work, his employment will be terminated on the 31st day after the cessation of benefits. Health insurance under Article 11 of this agreement will be paid for the thirty-day period by the Employer.

For five months thereafter, such an employee will be reinstated to the same title he held at the beginning of the disability period, provided the disability has ceased, and provided a vacancy in that title occurs.

ARTICLE 10 (Reserved for Future Use)

ARTICLE 11 HEALTH INSURANCE

11.1 Health Insurance

The employer shall make available to each employee either single, sponsor (2 person) or family coverage under one of the following plans, each of which is in effect at the date of execution of this agreement:

- a. Blue Point Low Option, \$15 copay, including the three tier Prescription plan (\$5/\$20/\$35) under the non-Monroe County Municipal School District Plan, shall be offered effective September 1, 2009.
- b. Blue Point High Option, including the three-tier prescription plan (5, 15, 30) under the non-Monroe County Municipal School District Plan.

Employees may change plans at least once per calendar year, at a time established by the employer.

If an employee is covered by a family or two-person policy in her/his spouse's name and the spouse has no premium costs, the College is not required to provide a health insurance policy. An employee voluntarily declining health insurance coverage shall receive an annual opt-out incentive of \$960, to be paid bi-weekly, provided said employee submits satisfactory proof of health insurance coverage under another plan to the Human Resources Officer.

11.2 Health Insurance, Contribution

All employees shall contribute to the monthly premium cost of the health insurance as follows per pay period, provided that the 5% contribution for NCMSCP Blue Point High Option shall take effect on September 1, 2009:

PLAN	EMPLOYEE CONTRIBUTION
NMCMSCP Blue Point High Option	5%
NMCMSCP Blue Point Low Option	0%

11.3 Health Insurance, When Benefit Available

The above health insurance shall be provided for all months that an employee is actively at work, and all periods of sick leave whether work related or not, and all periods of paid leave of absence. If an employee has exhausted sick leave benefits and his employment is not terminated, he shall be permitted to continue their health insurance coverage by paying the full cost of such coverage to the FLCC Human Resources office monthly.

11.4 Health Insurance, Dental

The employers shall provide single dental coverage, without charge, to each employee, who shall have the option to purchase family coverage through payroll deduction. The parties understand and agree the employers shall in good faith attempt to provide dental benefits comparable to Blue Shield Smile Saver I.

11.5 Health Insurance, Ten Month Employees

Ten-month employees will pay health insurance co-payments over a ten-month period. Any required employee contribution for the two months they are not working during the summer will be included in the total employee deduction over the ten-month period.

11.6 Health Insurance, Part-time Employees

Part-time unit employees are eligible to participate in the same plans available to full-time employees, the cost of which is to be paid 100% by the employee.

11.7 Health Insurance, Premium Conversion Plan

All employee contributions required under this article shall be on a pre-tax basis.

ARTICLE 12 GRIEVANCES AND ARBITRATION

12.1 Grievance Procedure, Definition

For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer, arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, sub-division 4 of Article 16 of the General Municipal Law.

12.2 Grievance Procedure, Exclusions

The inclusion in this article of grievances as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law is intended to substitute the grievance and arbitration procedure of this Agreement for the grievance procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said Law, and upon the effective date of this Agreement the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article does not apply to and, is not intended as, a substitute or an alternative for any actions permitted by, or required of the Employer under any Article of the State or Local Civil Service Law or Rules, except as otherwise provided herein.

12.3 Grievance Procedure

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

Step 1:

Grievances shall be presented orally by the aggrieved employee to the department head, with or without his Union representative, at the employee's option, and within ten departmental working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the department head does not result in resolution of the grievance then the aggrieved employee may proceed to Step 2.

Step 2:

The aggrieved employee shall submit his signed written grievance to the College President within ten working days from the date of the initial discussion of the grievance with the department head. After receipt of a written grievance at this step, the College President shall convene a meeting within ten working days of the date the written grievance was received by him, between the aggrieved employee, the Union representative and the Department Head and/or other representatives of the College for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then the President shall have three working days to provide a written response to the aggrieved employee and his Union representative. If that decision is unacceptable to the employee, then within five working days the aggrieved employee shall proceed to step three.

Step 3:

The aggrieved employee may submit his grievance to the County Administrator who within ten working days after he receives the written grievance will convene a meeting between the aggrieved employee, his Union representative and the College President and/or other representatives of the College, for purpose of resolving the grievance. If the grievance is not resolved at this meeting, the grievance may be submitted to arbitration.

Step 4:

In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty calendar days after the third step procedures are complete, or thirty calendar days after the time limits required by the steps in the grievance procedure have run, the grievance may be submitted to arbitration by filing a copy of the request with the County Administrator.

The County Administrator shall arrange an arbitration hearing as soon as possible by calling the first arbitrator on the alphabetically-ordered panel. If he can't render a decision within two weeks, the next arbitrator on the panel shall be called, and so on, until the first available arbitrator is picked. Selection of an arbitrator for the next case will begin with the next arbitrator on the panel.

The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expense of witnesses or participants called by the other.

Arbitrators for the term of this contract shall be mutually agreed upon by the union and the county, and a list of five shall be initialed by the parties and attached to this agreement as soon as possible. If a vacancy occurs in the panel of arbitrators, the union and the county will select an alternate as soon as possible.

12.4 Grievance Procedure, Time Limits

Unless the parties mutually agree to extend the time limits set forth in this procedure, a grievance shall be deemed settled on the basis of the relief sought by the grievant if the Employer fails to comply with such time limits at each step while the grievance shall be deemed waived and the grievant shall be barred from proceeding to the next step if the grievant fails to comply with the aforementioned time limits.

ARTICLE 13 DISCIPLINARY ACTION

13.1 Disciplinary Action, Definitions

Disciplinary action may consist of written reprimands, suspensions without pay, fines not to exceed \$200 to be deducted from the salary or wages of the employee in installments, losses of accrued leave credits, reductions in grade and dismissals from the service and may be imposed only for incompetency or misconduct.

13.2 Disciplinary Action, Automatic Quit

If an employee fails to contact the employer or show up for work for three consecutive days, the employee will automatically be terminated without recourse to the grievance procedure. The employee may appeal such termination to the College President, whose decision shall be final.

13.3 Disciplinary Action, Immediate Suspension

An employee may be suspended by the College without pay for up to thirty (30) days pending the outcome of the grievance procedure, provided that a determination is made by the College that an employee's continued presence on the job would be disruptive to the normal course of business or threaten the safety of fellow employees or the public. An employee may not be suspended without pay unless he/she has received written notice of the charges against him/her, has been apprised of the evidence against him/her, has been afforded Union representation, and has been offered the opportunity to be heard within a reasonable time period. In all other cases, disciplinary action may not be imposed except in accordance with this procedure. In cases of suspension prior to hearing, an arbitrator may award back pay or he/she may consider the period of suspension as part of the appropriate penalty. However, the arbitrator shall not order back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period.

13.4 Disciplinary Action, Notice of Proposed Action

An employee against whom disciplinary action is proposed shall receive a notice of the proposed action and the reasons for it. A copy of this notice shall be provided to the Union. Unless a written grievance is filed with the County Administrator within ten work days of the receipt of such notification, the matter will be settled upon the penalty as proposed by the county, and the disciplinary action proposed may then become effective. The notice of proposed disciplinary action shall specify the reasons for the proposed disciplinary action, including a description stating the alleged acts and conduct, and the dates, times and places such acts and conduct occurred, as well as the penalty sought by the College.

13.5 Disciplinary Action, Employee Rights

Except as otherwise provided in this section, none of the disciplinary penalties listed shall take effect until the completion of the procedure. An employee is entitled to representation by the Union or an attorney at any step of the proceeding. The rights provided in this article extend to all employees in the bargaining unit except probationary and provisional employees of the employer.

13.6 Disciplinary Action, Waiver of Civil Service Rights

The parties agree that the procedure provided in this contract shall be the exclusive procedure for the taking of disciplinary action against employees, and the review of such disciplinary action by employees. Any and all rights extended to employees by Section 75 and 76 of the Civil Service Law, or any rule or regulation adopted thereunder, are hereby waived.

13.7 Disciplinary Action, Grievance Procedure

Any grievance contesting disciplinary action, proposed or taken, shall be filed directly at Step 3 of the grievance procedure provided in this contract. If not resolved at Step 3, the grievance may be submitted to Step 4 in accordance with the grievance procedure provided in this contract.

13.8 Disciplinary Action, Grievance Procedure, Time Limits

Unless the parties mutually agree to extend the time limits set forth in this procedure, a grievance shall be deemed settled on the basis of the relief sought by the grievant if the Employer fails to comply with such time limits at each step while the grievance shall be deemed waived and the grievant shall be barred from proceeding to the next step if the grievant fails to comply with the aforementioned time limits. No disciplinary proceeding shall be commenced more than three years after the appearance of the alleged incompetency or misconduct complained of, except that such limitation shall not apply where the incompetency or misconduct complained of would, if provided in a court of competent jurisdiction, constitute a crime.

ARTICLE 14 HOURS OF WORK

14.1 Hours of Work, 40 Hours

The regular workweek for employees in the following departments and units shall be 40 hours per week:

- Buildings and Grounds
- Campus Safety Office
- Central Office Services

14.2 Hours of Work, 37.5 Hours

Except as provided in Section 14.1, the regular work week for employees shall be 37.5 hours.

14.3 Hours of Work, Flexible Schedules

The parties shall meet and confer prior to the implementation of any work schedules which will regularly include more or less than 5 days per week for any unit members.

14.4 Hours of Work, Student Aides and Work Study Students

During the academic sessions, student aides and work study students shall not work more than 20 hours per week. During the academic interims they may work up to 40 hours per week.

14.5 Campus Safety Personnel

All uniformed campus safety personnel who are required to be on continuous operation shall be entitled to a thirty-minute paid lunch period during each eight-hour shift.

14.6 Academic Calendar

The multi-year calendar shall be developed by the Vice President of Academic and Student Affairs with input from the FLCC Unit of CSEA and will be consistent with all conditions of this contract.

The Vice-President, prior to recommending the calendar to the President, shall provide a copy thereof to the President of the FLCC Unit of CSEA. The Vice President will then recommend the calendar to the President by December 15 and the necessary changes will be made by February 15.

The calendar year will begin no later than one (1) week (5 work days) prior to the start of the fall semester classes and end no later than one (1) week (5 work days) subsequent to the end of the spring semester and commencement. The calendar shall contain the proper number of days to effectively orient, register, instruct, evaluate and graduate students and is subject to the regulations prescribed by the State University of New York, the State Education Department, and all regulations set forth in this contract.

ARTICLE 15 OVERTIME

15.1 How Paid

Overtime shall be paid for at time and one-half the employee's straight time hourly rate for all hours actually worked in excess of the regularly scheduled work week. All paid leave will count as time worked for the purposes of overtime. Such pay shall be calculated in segments of not less than fifteen minutes. Part-time employees shall not receive overtime pay, except as required by federal or state law.

15.2 Call In Pay, General

When an employee is called to work during his scheduled time off, all hours worked will be paid for at one and one-half times his regular hourly rate. An employee will be guaranteed at least two hours pay at one and one-half times his regularly hourly rate. If an employee is called in on a holiday, all "call-in" time work will be paid at two and one-half times his regular hourly rate. Whenever an employee is called into work without at least two business days' notice, he shall not be denied his regular scheduled work day.

15.3 Compensatory Time

In lieu of the payment of overtime as set forth herein, an employee may request compensatory time in an amount equal to 1.5 hours for each hour of overtime, as defined herein, actually worked, and may be granted said amount of time off with pay in lieu of the payment of overtime compensation.

All such compensatory time shall be taken within ninety (90) days of accrual. Exception may be granted with the approval of the Human Resources Officer.

ARTICLE 16 SHIFT DIFFERENTIAL

All employees covered by this agreement who are assigned to shift work shall be paid shift differential of \$1.25 per hour in addition to their "straight time hourly rate" for all hours worked between 6:00 p.m. and 6:00 a.m. It is understood that the shift differential shall be paid at \$1.25 for straight time and overtime hours.

ARTICLE 17 TESTING FEES, CIVIL SERVICE

Employees shall not be required to pay any civil service testing fees for promotional examinations administered by the Ontario County Division of Human Resources except that any employee who has been notified that he/she will be laid off shall not be required to pay any civil service testing fees for open competitive examinations from the date of said notice to the expiration of one year following the last day of work.

ARTICLE 18 HOLIDAYS

18.1 Holidays, General

Unless otherwise provided herein, a holiday shall be defined as one fifth of the regular work week. Part Time employees holiday hours should be considered as part of the regularly scheduled work week. Unless otherwise directed by the supervisor, a part time employee should not work beyond the regularly scheduled work week.

FLCC employees will receive twelve holidays, five of which will be designated by the academic calendar, and the remaining seven will be:

1. Christmas
2. New Year's
3. Martin Luther King, Jr. Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day

18.2 Holidays, Ten Month Employees

FLCC ten-month employees shall receive holidays as provided for the FLCC employees in general. Regular ten-month employees shall receive holidays as specified in Section 18.1. Ten-month employees shall not receive Independence Day as a paid holiday unless they work before and after Independence Day. In the event the academic calendar designates a holiday at a time when ten month employees are not regularly scheduled to work, said employees shall receive an additional 7.5/8.0 hours of annual leave credit, to be used in accordance with Article 7 of this agreement.

18.3 Holiday Pay

- A. Each employee who is required to work on a holiday shall receive time and one-half his straight time hourly rate for all hours worked on a holiday plus holiday pay. Hours worked in excess of the employee's regularly scheduled hours during the twenty-four hours comprising the holiday shall be paid for at two and one-half times the employee's straight time hourly rate; overtime which is worked prior to or after the twenty-four hours comprising the holiday shall be paid for at one and one-half times the employee's straight time hourly rate.
- B. Employees who are required to work on both the nationally observed holiday and the contract observed holiday when such falls on a Saturday or Sunday shall receive time and one-half their regular rates of pay only for one of the days, the day that the most hours are worked.
- C. Holiday pay for Campus Safety Officers shall be banked for each holiday at a straight time rate for holidays not worked and at time and one half for holidays worked. Holiday pay shall be in December of each year.

18.4 Holidays, Saturday and Sunday Observance

When one of the above holidays falls on a Sunday, it shall be observed on the following Monday. When one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday.

ARTICLE 19 UNIFORMS

19.1 Employer Options

The employer shall, when its Board of Trustees determines that employees in any department shall be required to wear uniforms, including shoes or special equipment, provide therefore in accordance with either section 19.2 or section 19.3. The design of said uniforms shall be the responsibility of the employer.

19.2 Issued Uniforms

- A. Issuance and Return

Each employee shall receive an initial issue of uniforms, and may thereafter receive additional uniforms each year for replacement purposes. Cleaning and maintenance shall be provided by the employer. Worn out or damaged uniforms must be returned to the employer before replacements will be issued. Upon separation from the service of the employer, the employee shall return all uniforms, or be liable for the value of such items.

- B. Maintenance Option

In lieu of employer maintenance of uniforms, as set forth in section 19.2.1 above, the employer may pay to each employee required to wear a uniform pursuant to that section the sum of \$250.00 per year, to be added to base salary/rate, and paid quarterly pro rated for each payroll period of each year when said uniform is required. Employees receiving such an allowance shall provide regular cleaning and maintenance of uniforms, except that no employee shall be required to clean uniforms which are contaminated by hazardous substances. [Note: under current law, this allowance is subject to withholding.]

19.3 Uniform Allowance

Each employee required by the employer to wear a uniform, and who is not covered under the provisions of section 19.2, shall receive an annual allowance of \$240.00, to be added to base salary/rate and paid quarterly pro rated for each payroll period of each year when said employee is required to wear a uniform under the provisions of this section. Employees receiving such an allowance shall provide regular cleaning and maintenance of uniforms except that no employee shall be required to clean uniforms which are contaminated by hazardous substances. Upon separation from the service of the employer, the employee shall not be required to return uniforms purchased pursuant to this section, and said uniforms shall remain the property of the employee. [Note: under current law, this allowance is subject to withholding.]

19.4 General Conditions

A. Employees' Duties

Departments may make and enforce reasonable work rules regarding the use and care of uniforms, including, but not limited to, rules regarding care and cleaning, off-duty use, display of personal or political messages, and standards of color, style, and general appearance.

B. Suspension of Benefits

Uniforms and/or uniform allowances shall not be provided to employees on disability or unpaid leaves of absence.

ARTICLE 20 RETIREMENT PLANS

20.1 The employer shall provide the New York State Retirement Plan known as Section 75-i of the New York State Retirement and Social Security Law.

20.2 The employer shall provide the following options to the Retirement Plan in 20.1:

- A.) Application of unused sick leave as additional service credit upon retirement (Section 41-J). This applies only to those employees with a sick leave bank of accruals.
- B.) Guaranteed minimum death benefit as prescribed under New York State Retirement Law (Section 6-B).

- C.) If the New York State Legislature renews the Military Credit Law (Section 41-K) the employees of Ontario County may purchase, at their own expense an amount of time in the retirement system equal the amount of time spent in service during a war as defined by New York State Civil Service Law.

ARTICLE 21 WAGES

21.1 Wages

A. Wage Schedule, Hourly Rates

All employees assigned to grade and step will be paid on the basis of hourly rates, as set forth in Schedule F incorporated in this contract. Annual wage schedules are included for reference purposes only.

- B. Schedule F – FLCC CSEA (9/1/2008-8/31/2011) will be increased 3% on September 1, 2008, 3.5% on September 1, 2009, and 3% on September 1, 2010.

C. Tables

The following tables are included in this contract:

2008 Schedule F
2009 Schedule F
2010 Schedule F
2008 37.5 Hour Week Annual Wage Schedule (reference only)
2009 37.5 Hour Week Annual Wage Schedule (reference only)
2010 37.5 Hour Weed Annual Wage Schedule (reference only)
2008 40 Hour Week Annual Wage Schedule (reference only)
2009 40 Hour Week Annual Wage Schedule (reference only)
2010 40 Hour Week Annual Wage Schedule (reference only)

D. CPI

The Parties shall meet and confer on wages for 2010-2011 in the event the CPI-W unadjusted, for the 12 month period prior to March 2010, equals or exceeds 4%.

21.2 Wages, Promotion

When during the term of this Agreement an employee is promoted from one pay grade to a higher pay grade, the employee will be placed in the first step in the new pay grade which will produce no less than \$500.00 increase in rate at the time of promotion, but not to exceed the top step in the new grade. Any time a permanent employee goes from one position in a salary grade to another position in a higher salary grade, it shall be deemed a promotion for purposes of this section, and the monetary increase shall be paid upon appointment.

21.3 Wages, Demotion

When during the term of this Agreement an employee is demoted from one pay grade to a lower pay grade, he shall be placed in the step in the lower pay grade which represents his actual continuous service with the Employer, such lower pay to begin on the date he is actually transferred.

21.4 Wages, Transfer

When an employee accepts a position in another title in the same grade in which he/she is currently serving, that employee will be assigned to the same step in the grade that he/she occupied in the former position.

21.5 Wages, Annual Increments, Evaluation and Appeal

- A. Yearly changes and steps shall be granted to employees within the steps on the first day of the calendar quarter in which their anniversary date falls, except that this provision shall not apply to employees receiving a "U" (improvement required) overall rating on the July evaluation.
- B. Annual evaluations shall be conducted in July. An employee receiving a "U" (improvement required) overall rating may file a grievance under Article 12 beginning at Step 2, and may proceed through Step 4 of the aforementioned procedure if the grievance is not resolved at an earlier step. An arbitrator shall award the increment as of the date it would have been paid if the evaluation had been satisfactory if he finds that the rating was inappropriate.

21.6 Allocation to Grade

The parties agree to meet and confer prior to any grade reallocations taking effect.

21.7 Ten Month Employees

Ten month employees shall receive wages for that time actually worked, except as otherwise provided herein, and said wages shall be paid over a ten-month period of time only.

21.8 Wages, Direct Deposit Program

On the effective date of this agreement, all employees shall participate in the direct deposit program offered by the employer. All banks within Ontario County offering direct deposit to the College shall be included in the program.

21.9 Wages, Emergency Closing

If College buildings are closed due to emergency conditions, employees shall suffer no loss of pay.

21.10 Repayment of Overpaid Wages

The parties agree that, in the event an employee is overpaid, one of the following options shall be selected by the employee, and repayment shall proceed accordingly:

1. Remittance of a check - the full amount of the overpayment within 5 business days
2. Deduction of the full amount of the overpayment from the gross wages of the next payroll check
3. Deduction of 50% of the overpayment from the gross wages of the next two payroll checks - this option being available only for overpayment in excess of \$100
4. Special repayment plans may be negotiated between an individual employee and the Human Resources Officer.

21.11 Wages, Out of Title

An employee who works out of title for 30 or more calendar days shall be paid therefore at the rate set for the out of title position. Department heads shall certify, in writing, upon the request of any employee that said employee worked in an out of title position, provided that said service is equal to or greater than 5 days. The parties understand that, in applying the above provisions, the employer will treat out of title work as a temporary promotion, and will apply the provisions of 21.2, entitled, Wages, Promotion, for purposes of setting the appropriate rate of pay for the out of title work.

21.12 Longevity Pay

Employees shall annually receive the following amounts in relation to their years of service:

10-14 years of service	\$250
15-19 years of service	\$500
20-24 years of service	\$750
25 years or more	\$1000

These payments shall be prorated for part-time and ten-month employees. These payments shall be added to the annual wages of eligible employees at the beginning of the contract years when the service levels are reached, and shall be included in all payroll calculations except the annual percentage increases above.

ARTICLE 22 SENIORITY

22.1 Seniority, Definition

Seniority for non-competitive class Civil Service Employees covered by this Agreement means an employee's length of continuous service with the Employer since his last date of hire with Ontario County. Seniority for labor class Civil Service Employees covered by this Agreement means an employee's length of continuous service with the employer since his last date of hire with Ontario County, but no seniority rights shall be extended to any labor class Civil Service Employee until the completion of two years' continuous service with the employer.

An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

1. Voluntary quit
2. Discharge
3. Retirement
4. Failure to report for work for three consecutive working days without prior notification to the employer of reasons for such absence shall be considered an automatic quit pursuant to section 13.2 of this agreement, beginning on the first day of such absence.
5. Failure to return from an approved leave of absence on the scheduled date for return.
6. Having been laid off for a period of 6 consecutive calendar months.
7. Having been on sick leave, paid or unpaid for a period of twelve consecutive calendar months.
8. Failure to report for work on the agreed date of a recall from layoff.

22.2 Seniority, Layoff, and Recall

Notwithstanding the foregoing, all non-competitive and labor class employees covered by this Agreement shall be laid off and recalled in the same manner provided by law and regulation for the layoff and recall of competitive class employees.

After giving such notice of intent to return, if the employee fails to be available within ten calendar days after the mailing of such recall notice, such employee shall be deemed to have quit.

The provisions of the above paragraph shall apply unless the Employer and the employee have agreed upon a date for return to work at the time the layoff occurred. In the event the employee fails to report for work on such agreed date, he/she shall be deemed to have quit.

No new employees shall be hired into a classification until all employees who are on layoff status from that classification have been offered recall.

22.3 Job Security

The College agrees to provide a sixty (60) calendar-day notice to affected employees and the union in the event of layoff. If that notice is given, then no additional benefits are provided, except as set forth below.

In the event that the sixty (60) calendar -day notice cannot be met, the employees and the Union will be notified as soon as possible and employees will be paid their regular wages for sixty (60) calendar days from the date of layoff notice.

Laid-off employees will receive health insurance, in the plan in which they are enrolled, fully paid by the College for sixty (60) days from the date that the next premium payment is due, following actual layoff.

Laid-off employees will be paid for any annual leave currently accrued, pursuant to Article 7 Section 7.7.

The College will develop transitional services for laid-off employees to include job counseling, retraining services, use of office equipment, etc.

Laid-off employees will receive tuition waiver benefits (Article 23B) for one (1) year from the date of layoff.

Laid-off employees would be considered for any vacant professional positions for which they apply and are qualified.

Job security language will be and is intended for all full and part-time, permanent members of the bargaining unit. 100% Grant Funded positions are excluded.

ARTICLE 23 TUITION BENEFITS

23. a. Tuition Reimbursement

Tuition reimbursement will be provided at 75% of approved courses.

b. Tuition Waiver

All members of the Bargaining Unit shall be permitted to register for and attend, tuition free, any credit or non-credit course offered by the College provided space exists and provided that such attendance in no way interferes with their official duties. During the term of this agreement, the dependent children and/or spouses of all unit members will be provided a tuition waiver upon enrollment as full or part-time students. Only available class space is to be used for this program, and it is understood and agreed that no section shall be created, and no staff shall be added to comply with the College's obligation under this section. Furthermore, this benefit as it applies to dependents of employees shall be limited to the achievement of one degree per person, and additional credit-bearing courses shall not be provided free of charge to those persons who have obtained one FLCC degree under this program.

ARTICLE 24 PAYROLL DEDUCTIONS

24.1 CREDIT UNION

The College agrees to remit credit union savings or loan repayments via payroll deduction in accordance with rules mutually agreed upon between the credit union and the appropriate Employer payroll unit, regardless of the parties' choice of credit union. The College will maintain only one payroll deduction per employee for credit union purposes.

24.2 PEOPLE DEDUCTION

The Employer agrees to deduct from the wages of any bargaining unit employee a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union

together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 25 NOTARY PUBLIC FEES

Employees who are required by their Department Heads to be Notaries Public shall have the Notary fees paid by the Employer.

ARTICLE 26 TRAVEL PAY

The mileage allowance for an employee using a personal automobile in the performance of his duties as a college employee shall be in accordance with IRS rates.

ARTICLE 27 TRAINING COST RECOVERY

Employees with less than 3 years' service who receive training at College expense and who leave College service within 1 year of the completion of training shall reimburse the College therefore up to a maximum of \$500.00, except where prohibited by law or regulation.

ARTICLE 28 FEDERAL AND STATE JOB PROGRAMS:

The employer supports Federal/State programs that provide work experience opportunities. Such opportunities shall:

- 1) Not result in the displacement of any currently employed employee loss of job or position, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits;
- 2) Not be utilized in any College department when an employee is on layoff from the same or equivalent position or when a College department has terminated the employment of any regular employee or otherwise reduced its work force with the intention of using the State/Federal programs to fill said positions;
- 3) Not infringe upon the promotional opportunities of any currently employed employee;
- 4) Exclusivity of bargaining unit work shall not be lost by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO in this bargaining unit because of participants performing bargaining unit activities under this program;
- 5) The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO does not waive its rights under the Taylor Law for the period of this program.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

The Union and the College agree upon the value of an effective employee assistance program to assist employees and immediate family members in finding help to resolve personal problems which may adversely affect work performance and/or an employee's physical or mental health. The Union and the Employer agree to continue an employee assistance program under the

guidance of a joint labor-management committee in cooperation with other negotiating unit representatives.

ARTICLE 30 WORKER'S COMPENSATION

In addition to benefits provided under the New York Worker's Compensation Law, Employer agrees to provide employees for injuries, as defined in said law, compensation in an amount equal to that provided for in the Worker's Compensation Law, for time regularly scheduled but not worked, starting from the first day of work-related injury or illness and continuing until the employee returns to work or receives statutory compensation benefits. Any benefits paid under this Article for time for which statutory compensation benefits are also paid shall be refunded to the Employer. No benefits under this article will be paid in partial-day segments. The maximum compensation limits, as provided in the Worker's Compensation Law, shall apply to compensation provided under this article. It is understood that the employee's sick leave will not be affected by this article. Injured employees who leave during regular working hours will be paid for the full day if they were sent home with the competent medical authority's approval.

ARTICLE 31 JURY and COURT LEAVE

An employee selected for jury duty on regularly scheduled work days shall receive paid leave, with no charge against leave credits. Employees scheduled to work the evening or night shifts shall be considered working the day shift during their term of jury duty, and as such shall not be required to report to work during their term of jury duty. Employees on jury duty leave shall remit to the employer all remuneration received as a juror including money paid for mileage and parking unless such mileage and/or parking expenses are actually incurred. Mileage will not be considered incurred if the employee reports to jury duty and works in the same city or town. To be eligible for the above benefit, the employee will cooperate with the employer by notifying the employer through his/her department head, immediately upon being summoned as a juror, and in joining in a request for deferral of jury duty whenever, in the employer's judgment, such a request is necessary. The foregoing provisions for leave may also be granted for court appearances in the discretion of the college's Human Resource Officer.

ARTICLE 32 SAVINGS CLAUSE

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

ARTICLE 33 SAFETY EQUIPMENT

Any and all safety equipment deemed necessary by the Board of Trustees or its designee, or required by law, shall be provided by the Employer without cost to the employee.

ARTICLE 34 EMPLOYEE RECOGNITION PROGRAM

The Union and the Employer agree upon the value of an effective employee recognition program to recognize and encourage exceptional performance. To that end, the provisions of Local Law No.

2-1986, entitled "A Local Law Establishing Employee Awards and Recognition and Authorizing Merit Pay Awards," are hereby incorporated into this agreement.

ARTICLE 35 SUBCONTRACTING

The employer shall meet and confer with the union before making any decision to subcontract work customarily performed by members of the bargaining unit. Meeting and conferring will begin at the commencement of fact-finding by the employer.

ARTICLE 36 FLEXIBLE SPENDING ACCOUNT (FSA)

The College agrees to maintain a plan, at no cost to the employee, a Section 125, Parts a, b and c, FSA for each member of the bargaining unit. The union and the College agree to meet and confer for the selection of a third-party administrator. A newly hired employee will have a six (6) month waiting period before being able to participate in the FSA.

The College shall make a good faith attempt to make available to the employees participating in the Plan a flexible spending account transaction card in the third year of this agreement.

ARTICLE 37 MATCHING PROGRAM, TAX DEFERRED SAVINGS

Effective September 1, 2006, the employers will match employee contributions for all unit members to either the existing Tax Deferred Savings Program for Community Colleges plan in accordance with §403b of the Internal Revenue Code, with the current providers unless modified by the Board of Trustees, or to such other plan as may be required by law and regulation, dollar for dollar up to 2% of employee wages. Vesting shall occur at the completion of five years' service. The employers reserve the right to establish reasonable rules, not in conflict with the collective bargaining agreement, for the administration of this benefit, including but not limited to allowing one deferral amount change per year, per employee. In the event a plan is not established by September 1, 2006, and approved by the NYS Deferred Compensation Board and such other entities having authority thereupon, the employers will provide up to 1% in cash on the same terms.

ARTICLE 38 TERM

This contract shall be effective on September 1, 2008, and retroactive thereto, and shall continue in full force and effect until midnight, August 31, 2011.

ARTICLE 39 AGREEMENT, TOTALITY OF

The foregoing constitutes the entire agreement between the parties, and no verbal statement or other agreement, except an amendment in writing approved by the Employer and the Union annexed hereto and designated as an amendment to this Agreement shall supersede or vary the provisions herein.

COUNTY OF ONTARIO

By: _____
Theodore M. Fafinski, Chairman
Board of Supervisors

FINGER LAKES COMMUNITY COLLEGE

By: _____
Anne S. Galbraith, Chair of the FLCC
Board of Trustees

CIVIL SERVICE EMPLOYEES ASSOCIATION

By: _____
David A. Bloom, President,
Local 835, FLCC Employees Unit, CSEA

By: _____
Robert L. Leonard, Labor Relations Specialist, CSEA

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the _____ day of April, 2009, before me came Theodore M. Fafinski, to me known, who being duly sworn, did depose and say that he resides in the Town of Farmington, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the _____ day of April, 2009, before me came Anne S. Galbraith, Esq. to me known, who being duly sworn, did depose and say that she resides in the City of Canandaigua, County of Ontario, New York; that she is the Chairperson of the Board of Trustees of Finger Lakes Community College, the municipal corporation described in and which executed the foregoing

instrument; that she knows the seal of said corporation; that the seal affixed by order of the Board of Trustees of said corporation, and that she signed her name thereto by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the ____ day of April, 2009 before me came DAVID A. BLOOM, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS.:

On the ____ day of April, 2009 before me came ROBERT LEONARD to me known and known to me to be the individual described in and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

2008-2011 FLCC CSEA Contract FINAL 4.24.2009